

Fill in this information to identify the case:

Debtor 1 Margaret Culbertson

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Pennsylvania

Case number 18-18473-pmm

Form 4100R

Response to Notice of Final Cure Payment

10/15

According to Bankruptcy Rule 3002.1(g), the creditor responds to the trustee's notice of final cure payment.

Part 1: Mortgage Information

Name of Creditor: PHH Mortgage Corporation

Court claim no. (if known): 1

Last 4 digits of any number you use to identify the debtor's account: 3892

Property address: 1129 Agnew Dr
Number Street
Drexel Hill, PA 19026
City State ZIP Code

Part 2: Prepetition Default Payments

Check one:

- ☐ Creditor agrees that the debtor(s) have paid in full the amount required to cure the prepetition default on the creditor's claim.
- ☒ Creditor disagrees that the debtor(s) have paid in full the amount required to cure the prepetition default on the creditor's claim. Creditor asserts that the total prepetition amount remaining unpaid as of the date of this response is:

*POC arrears in the amount of \$27,144.25, less funds received from Trustee in the amount of \$26,617.61. \$526.64

Part 3: Postpetition Mortgage Payment

Check one:

- ☐ Creditor states that the debtor(s) are current with all postpetition payments consistent with § 1322(b)(5) of the Bankruptcy Code, including all fees, charges, expenses, escrow, and costs.

The next postpetition payment from the debtor(s) is due on: _____
MM/DD/YYYY

- ☒ Creditor states that the debtor(s) are not current on all postpetition payments consistent with § 1322(b)(5) of the Bankruptcy Code, including all fees, charges, expenses, escrow, and costs.

Creditor asserts that the total amount remaining unpaid as of the date of this response is:

a. Total postpetition ongoing payments due: (a) \$14,804.84

10/01/2024: (1) payment in the amount of \$1,505.28 + 11/01/2024: (1) payment in the amount of \$1,609.48 + \$11,880.50 pursuant to the Stipulation filed on 01/21/2020 and Order entered on 01/27/2020 + \$13,505.02 pursuant to the Stipulation filed on 07/14/2021 and Order entered on 07/19/2021, less funds received from Trustee in the amount of \$13,243.01, less funds in the amount of \$452.43

b. Total fees, charges, expenses, escrow, and costs outstanding: +(b) \$0.00

c. **Total.** Add lines a and b.

(c) \$14,804.84

Creditor asserts that the debtor(s) are contractually obligated for the postpetition payment(s) that first became due on:

10/01/2024
MM/DD/YYYY

Debtor1 MARGARET CULBERTSON
First Middle Last

Case number (if known) 18-18473-pmm

Part 4: Itemized Payment History

If the creditor disagrees in Part 2 that the prepetition arrearage has been paid in full or states in Part 3 that the debtor(s) are not current with all postpetition payments, including all fees, charges, expenses, escrow, and costs, the creditor must attach an itemized payment history disclosing the following amounts from the date of the bankruptcy filing through the date of this response:

- ☐ all payments received;
- ☐ all fees, costs, escrow, and expenses assessed to the mortgage; and
- ☐ all amounts the creditor contends remain unpaid.

Part 5: Sign Here

The person completing this response must sign it. The response must be filed as a supplement to the creditor's proof of claim.

Check the appropriate box::

- ☐ I am the creditor.
☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this response is true and correct to the best of my knowledge, information, and reasonable belief.

Sign and print your name and your title, if any, and state your address and telephone number if different from the notice address listed on the proof of claim to which this response applies.

x/s/Andrew Spivack Date 11/08/2024
Signature

Print Andrew Spivack Title Attorney
First Name Middle Name Last Name

Company Brock & Scott, PLLC

If different from the notice address listed on the proof of claim to which this response applies:

Address 3825 Forrestgate Dr.
Number Street
Winston-Salem, NC 27103
City State ZIP Code

Contact phone 844-856-6646 Email PABKR@brockandscott.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**
Philadelphia Division

IN RE:
MARGARET CULBERTSON

PHH Mortgage Corporation,
Movant

vs.

MARGARET CULBERTSON ,
Debtor

Case No. 18-18473-pmm
Chapter 13

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and exact copy of the foregoing Response to Notice of Final Cure Payment has been electronically served or mailed, postage prepaid on this day to the following:

Via Electronic Notice:

Brad J. Sadek, Debtor's Attorney
1500 JFK Boulevard
Ste 220
Philadelphia, PA 19102
brad@sadeklaw.com

Kenneth E West, Bankruptcy Trustee
1234 Market Street - Suite 1813
Philadelphia, PA 19107

Office of the U.S. Trustee, US Trustee
Robert N.C. Nix Federal Building
Suite 320
Philadelphia, PA 19107

Via First Class Mail:

Margaret Culbertson
1129 Agnew Dr
Drexel Hill, PA 19026

Date: November 8, 2024

/s/Andrew Spivack

Andrew Spivack, PA Bar No. 84439

Matthew Fissel, PA Bar No. 314567

Mario Hanyon, PA Bar No. 203993

Ryan Starks, PA Bar No. 330002

Jay Jones, PA Bar No. 86657

Attorney for Creditor

BROCK & SCOTT, PLLC

3825 Forrestgate Drive

Winston Salem, NC 27103

Telephone: (844) 856-6646

Facsimile: (704) 369-0760

E-Mail: PABKR@brockandscott.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:
MARGARET CULBERTSON

Debtor

: CHAPTER 13
:
: BK. No. 18-18473 AMC

STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF
FROM THE AUTOMATIC STAY

It is hereby stipulated by and between Phelan Hallinan Diamond & Jones, LLP, counsel for the Movant, OCWEN LOAN SERVICING, LLC, and BRAD J. SADEK, Esquire, counsel for the Debtor, as follows:

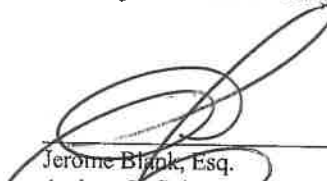
1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at 1129 AGNEW DRIVE, DREXEL HILL, PA 19026-1807, mortgage account ending with "3892".
3. The parties agree that the total post-petition arrearage consists of eight (8) monthly payments for the months of June 2019 through January 2020 at \$1,518.05 each; less Debtor's suspense in the amount of \$263.90; resulting in the total post-petition arrearage amount of \$11,880.50.
4. Within ten (10) days from the date that this stipulation is approved by the Court, Debtor agrees to amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of \$11,880.50, representing all arrearages, charges, fees and other post-petition amounts due through January 1, 2020. The parties agree that the Movant may file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to file the Proof of Claim for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.
5. The parties agree that the allowed amended secured claim of Movant for pre-petition arrearages in the amount of \$27,144.25 and Post-Petition supplement in the amount of \$11,880.50 will be paid, in full, through the Amended Chapter 13 Plan. The total delinquency to be paid to Movant through the Chapter 13 plan is \$39,024.75.
6. Debtor agrees to remain current post-petition from this day forward. Beginning February 1, 2020, all subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be by certified check or money order payable to PHH MORTGAGE CORPORATION, PHH MORTGAGE SERVICE, MAIL STOP SBRP, P.O. BOX 5469, MT. LAUREL, NJ 08054.
7. If Debtor provides sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly.
8. Should the Debtor fail to file an Amended Chapter 13 Plan within the time period prescribed above, or if any regular monthly mortgage payment commencing February 1, 2020 is more than fifteen (15) days late, Movant may send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, counsel shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.
9. In the event the Debtor converts to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, counsel shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

10. Debtor's tendering of a check to **PHH MORTGAGE CORPORATION**, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.


11. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's Counsel to the extent necessary to comply with applicable non-bankruptcy law.

12. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 6, 2020



Jerome Blank, Esq.
Andrew L. Spivack, Esq.
Thomas Song, Esq.
Mario J. Hanyon, Esq.
Attorneys for Movant



BRAD I. SADEK, ESQUIRE
Attorney for Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: : CHAPTER 13
MARGARET CULBERTSON :
Debtor : BK. No. 18-18473 AMC

ORDER

AND NOW, this day of , 2020, it is hereby **ORDERED** that the corresponding Stipulation is hereby approved, shall be, and is hereby made an Order of this Court; and it is further;

ORDERED that FEDERAL RULE OF BANKRUPTCY PROCEDURE 3002.1 is no longer applicable to Movant, its successors or assignees.

ASHELY M. CHAN,
Bankruptcy Judge

WILLIAM C. MILLER, ESQ.
CHAPTER 13 TRUSTEE
P.O. BOX 1229
PHILADELPHIA, PA 19105

JEROME B. BLANK, ESQ.
PHELAN HALLINAN DIAMOND & JONES, LLP
1617 JFK BOULEVARD, SUITE 1400
PHILADELPHIA, PA 19103

BRAD J. SADEK, ESQ.
SADEK AND COOPER
1315 WALNUT STREET
SUITE 502
PHILADELPHIA, PA 19107

MARGARET CULBERTSON
1129 AGNEW DRIVE
DREXEL HILL, PA 19026

UNITED STATES TRUSTEE
OFFICE OF THE U.S. TRUSTEE
200 CHESTNUT STREET
SUITE 502
PHILADELPHIA, PA 19106

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE:

MARGARET CULBERTSON

Case No. 18-18473-elf

Debtors

PHH MORTGAGE CORPORATION,

Movant

Chapter 13

vs.

MARGARET CULBERTSON

11 U.S.C. §362

Respondents

**STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF
FROM THE AUTOMATIC STAY**

It is hereby stipulated by and between Brock & Scott, PLLC, counsel for the Movant, PHH MORTGAGE CORPORATION, and Sadek and Cooper, Esquire, counsel for the Debtor(s), as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at **1129 Agnew Dr, Drexel Hill, PA 19026**, mortgage account ending with **"3892"**.
3. The parties agree that the total post-petition arrearage consists of one (1) monthly payment for the month of October, 2020 at \$1,544.80 each; eight (8) monthly payments for the months of November, 2020 through June, 2021 at \$1,551.68 each; less suspense in the amount of \$453.22; resulting in the total post-petition arrearage amount of **\$13,505.02**.
4. Within ten (10) days from the date that this stipulation is approved by the Court, Debtor agrees to amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of **\$13,505.02**. The parties agree that the Movant may file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to the filed Proof of Claim for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.

5. The parties agree that the allowed total secured claim of Movant for pre-petition arrearages in the amount of \$27,144.25 and Post-Petition supplement in the amount of \$13,505.02 will be paid, in full, through the Amended Chapter 13 Plan. The total delinquency to be paid to Movant through the Chapter 13 Plan is **\$40,649.27**.
6. Debtor agrees to remain current post-petition from this day forward. Beginning July 1, 2021, all subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be by certified check or money order payable to **PHH MORTGAGE CORPORATION, PHH MORTGAGE SERVICES, MAILSTOP SBRP // P.O. BOX 5469, MOUNT LAUREL, NJ 08054**.
7. If Debtor provides sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly.
8. Should the Debtor fail to make any of the above captioned payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant may send Debtor and counsel, if applicable, a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
9. In the event the Debtor converts to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay under §362, and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.
10. Debtor's tendering of a check to PHH Mortgage Corporation, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.
11. The parties stipulate that Movant shall be permitted to communicate with the Debtor and Debtor's Counsel to the extent necessary to comply with applicable non-bankruptcy law.

12. The parties agree that a facsimile signature shall be considered an original signature.

Dated: June 18, 2021

/s/ Andrew Spivack

Andrew Spivack, Esq.
Attorney for Movant

A handwritten signature in black ink, appearing to read "Sadek and Cooper", enclosed within a large, horizontal oval shape.

Sadek and Cooper, Esquire
Attorney for Debtor

/w/ William C. Miller

William C. Miller, Esquire, Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

IN RE:

MARGARET CULBERTSON

Case No. 18-18473-clf

Debtor(s)

PHH MORTGAGE CORPORATION

Movant

Chapter 13

vs.

MARGARET CULBERTSON

11 U.S.C. §362

Respondents

ORDER

AND NOW, this day of , 2021, it is hereby **ORDERED** that the corresponding Stipulation is hereby approved, shall be, and is hereby made an Order of this Court.

Honorable Eric L. Frank
United States Bankruptcy Judge

Name:					
BK Case Number:					
Filing Date:					
Post-Petition Due	Date Received	Amount Received	Amount Applied	Suspense Application	Suspense Balance
					\$0.00
1/1/2019	2/12/2019	\$1,650.00	\$1,518.05	\$131.95	\$131.95
2/1/2019	3/26/2019	\$1,650.00	\$1,518.05	\$131.95	\$263.90
3/1/2019	7/19/2019	\$1,518.05	\$1,518.05	\$0.00	\$263.90
4/1/2019	11/5/2019	\$1,518.05	\$1,518.05	\$0.00	\$263.90
5/1/2019	12/20/2019	\$1,518.05	\$1,518.05	\$0.00	\$263.90
6/1/2019-1/1/2020 consent order			\$263.90	-\$263.90	\$0.00
	5/5/2020	\$1,544.80		\$1,544.80	\$1,544.80
2/1/2020	5/6/2020		\$1,518.05	-\$1,518.05	\$26.75
	7/1/2020	\$1,544.80		\$1,544.80	\$1,571.55
3/1/2020	7/2/2020		\$1,518.05	-\$1,518.05	\$53.50
4/1/2020	10/8/2020	\$1,551.68		\$1,551.68	\$1,605.18
	10/9/2020		\$1,544.80	-\$1,544.80	\$60.38
5/1/2020	5/4/2021	\$5,013.48	\$1,544.80	\$3,468.68	\$3,529.06
6/1/2020			\$1,544.80	-\$1,544.80	\$1,984.26
7/1/2020			\$1,544.80	-\$1,544.80	\$439.46
8/1/2020	6/2/2021	\$1,551.68	\$1,544.80	\$6.88	\$446.34
9/1/2020	6/16/2021	\$1,551.68	\$1,544.80	\$6.88	\$453.22
10/1/2020-6/1/2021 consent order			\$453.22	-\$453.22	\$0.00
	6/30/2021	\$1,551.68		\$1,551.68	\$1,551.68
7/1/2021	7/1/2021		\$1,551.68	-\$1,551.68	\$0.00
	9/22/2021	\$1,555.00		\$1,555.00	\$1,555.00
8/1/2021	9/23/2021		\$1,551.68	-\$1,551.68	\$3.32
	10/6/2021	\$1,555.00		\$1,555.00	\$1,558.32
9/1/2021	10/7/2021		\$1,551.68	-\$1,551.68	\$6.64
	10/20/2021	\$1,551.68		\$1,551.68	\$1,558.32
10/1/2021	10/21/2021		\$1,551.68	-\$1,551.68	\$6.64
	11/24/2021	\$1,560.00		\$1,560.00	\$1,566.64
11/1/2021	11/26/2021		\$1,458.60	-\$1,458.60	\$108.04
	11/29/2021	\$1,560.00		\$1,560.00	\$1,668.04
12/1/2021	11/30/2021		\$1,458.60	-\$1,458.60	\$209.44
	1/25/2022	\$1,560.00		\$1,560.00	\$1,769.44
	3/8/2022	\$1,560.00		\$1,560.00	\$3,329.44
1/1/2022	3/10/2022		\$1,458.60	-\$1,458.60	\$1,870.84
2/1/2022	3/11/2022		\$1,458.60	-\$1,458.60	\$412.24
	5/25/2022	\$1,560.00		\$1,560.00	\$1,972.24
3/1/2022	5/26/2022		\$1,458.60	-\$1,458.60	\$513.64
	6/2/2022	\$1,560.00		\$1,560.00	\$2,073.64
4/1/2022	6/3/2022		\$1,458.60	-\$1,458.60	\$615.04
	6/8/2022	\$900.00		\$900.00	\$1,515.04
5/1/2022	6/9/2022		\$1,458.60	-\$1,458.60	\$56.44
	8/31/2022	\$4,319.36		\$4,319.36	\$4,375.80
6/1/2022	9/1/2022		\$1,458.60	-\$1,458.60	\$2,917.20
7/1/2022	9/2/2022		\$1,458.60	-\$1,458.60	\$1,458.60
8/1/2022	9/6/2022		\$1,458.60	-\$1,458.60	\$0.00
	9/7/2022	\$1,500.00		\$1,500.00	\$1,500.00
9/1/2022	9/8/2022		\$1,458.60	-\$1,458.60	\$41.40
	10/4/2022	\$1,500.00		\$1,500.00	\$1,541.40
10/1/2022	10/5/2022		\$1,458.60	-\$1,458.60	\$82.80
	12/13/2022	\$1,500.00		\$1,500.00	\$1,582.80
11/1/2022	12/14/2022		\$1,469.67	-\$1,469.67	\$113.13
	1/10/2023	\$1,500.00		\$1,500.00	\$1,613.13
12/1/2022	1/11/2023		\$1,469.67	-\$1,469.67	\$143.46
	1/24/2023	\$1,500.00		\$1,500.00	\$1,643.46
1/1/2023	1/25/2023		\$1,469.67	-\$1,469.67	\$173.79
	2/22/2023	\$1,500.00		\$1,500.00	\$1,673.79
2/1/2023	2/23/2023		\$1,469.67	-\$1,469.67	\$204.12
	4/4/2023	\$1,500.00		\$1,500.00	\$1,704.12
3/1/2023	4/5/2023		\$1,469.67	-\$1,469.67	\$234.45
	5/2/2023	\$1,500.00		\$1,500.00	\$1,734.45
4/1/2023	5/3/2023		\$1,469.67	-\$1,469.67	\$264.78
	6/27/2023	\$1,500.00		\$1,500.00	\$1,764.78
5/1/2023	6/28/2023		\$1,469.67	-\$1,469.67	\$295.11
	7/11/2023	\$1,500.00		\$1,500.00	\$1,795.11
6/1/2023	7/12/2023		\$1,469.67	-\$1,469.67	\$325.44
	7/25/2023	\$1,500.00		\$1,500.00	\$1,825.44
7/1/2023	7/26/2023		\$1,469.67	-\$1,469.67	\$355.77
	10/18/2023	\$1,600.00		\$1,600.00	\$1,955.77
8/1/2023	10/19/2023		\$1,469.67	-\$1,469.67	\$486.10
	11/3/2023	\$500.00		\$500.00	\$986.10
	11/15/2023	\$500.00		\$500.00	\$1,486.10
9/1/2023	11/16/2023		\$1,469.67	-\$1,469.67	\$16.43
	11/28/2023	\$1,991.67		\$1,991.67	\$2,008.10
10/1/2023	11/29/2023		\$1,469.67	-\$1,469.67	\$538.43
	12/13/2023	\$969.67		\$969.67	\$1,508.10
11/1/2023	12/14/2023		\$1,508.10	-\$1,508.10	\$0.00
12/1/2023	12/27/2023	\$1,500.00		\$0.00	\$0.00
1/1/2024	2/7/2024	\$1,508.10	\$1,505.28	\$2.82	\$2.82
	2/8/2024	\$1,508.10		\$1,508.10	\$1,510.92

2/1/2024	2/8/2024	\$1,575.65	\$1,505.28	\$70.37	\$1,581.29
	2/8/2024	\$350.00		\$350.00	\$1,931.29
	3/20/2024	\$1,508.10		\$1,508.10	\$3,439.39
3/1/2024	3/21/2024		\$1,505.28	-\$1,505.28	\$1,934.11
	5/1/2024	\$1,510.00		\$1,510.00	\$3,444.11
4/1/2024	5/2/2024		\$1,505.28	-\$1,505.28	\$1,938.83
	6/26/2024	\$1,510.00		\$1,510.00	\$3,448.83
5/1/2024	6/27/2024		\$1,505.28	-\$1,505.28	\$1,943.55
	7/23/2024	\$1,510.00		\$1,510.00	\$3,453.55
6/1/2024	7/24/2024		\$1,505.28	-\$1,505.28	\$1,948.27
	10/2/2024	\$1,510.00		\$1,510.00	\$3,458.27
7/1/2024	10/3/2024		\$1,505.28	-\$1,505.28	\$1,952.99
	10/16/2024	\$1,510.00		\$1,510.00	\$3,462.99
8/1/2024	10/17/2024		\$1,505.28	-\$1,505.28	\$1,957.71
9/1/2024			\$1,505.28	-\$1,505.28	\$452.43

Post petition Due	
10/1/2024	\$1,505.28
11/1/2024	\$1,609.48
Consent Order - combined	
stip 1	\$11,880.50
stip 2	\$13,505.02
Trustee disbursed	(\$13,243.01)
Still Owe	\$12,142.51